This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

+ *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
+ *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
+ *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
+ *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at `http://books.google.com/`

P
316
3.3

Howitt - Reply to Mr. Saunders - 1847

Digitized by Google

P 316. 3. 3

HARVARD
COLLEGE
LIBRARY

Digitized by Google

Howitt, Wm. Saunt. May.

Copy

WILLIAM HOWITT'S REPLY

TO

MR. SAUNDERS'S APPEAL

P316.3

TO

THE PRESS AND THE PUBLIC.

"A certain man went down to Jericho, and fell among thieves."
LUKE X. 30.

BOSTON:
DAVID WILMOT BELYEA,
503 WASHINGTON STREET.

M DCCC XLVII.

Digitized by Google

Digitized by Google

WILLIAM HOWITT'S REPLY

MR. SAUNDERS'S APPEAL

TO

THE PRESS AND THE PUBLIC.

"A certain man went down to Jericho, and fell among thieves."
LUKE X. 30.

BOSTON:
DAVID WILMOT BELYEA,
503 WASHINGTON STREET.

M DCCC XLVII.

Digitized by Google

P316.3.3
1869. June 30,
Gift of S. Alley, Jr.
Feb. 6. 1829.

BOSTON:
PRINTED BY THURSTON, TORRY AND CO.
31 Devonshire Street.

Digitized by Google

WILLIAM HOWITT'S REPLY.

Mr. John Saunders, in direct defiance of the third clause of an Agreement of Dissolution of Partnership, entered into by the proprietors of the People's Journal before the umpire, and signed by our respective solicitors on our behalf, which says — "No person to publish any matters relating to the partnership," — in defiance of the earnest injunction of the umpire, and of his own solicitor, having resolved to rush into print, has done it in such a flood of feeble nothings, that it might well be left to its own inanity, were it not that the world is apt to imagine that a thing that is not answered must have something in it, though it cannot find out what. There *is* something in John Saunders's statement, however, — though not a work of much imagination, it is still a work of much fiction.

The connexion into which, nearly twelve months ago, I inadvertently fell, was a degrading and dangerous connexion; it has brought with it many mortifications, and the fitting punishment for want

Digitized by Google

of caution. One of these mortifications, is the necessity of having to enter into a degrading defence against a person, who, if he have one faculty, it is that of wily misrepresentation, and who, having occasioned me the loss of a large sum of money, would now gladly rob me of character.

Still, I would ask, why, John Saunders, rush into print? What *can* the public have to do with the partnership affairs of William Howitt and John Saunders? Pay me my good cash, John, that I simply put into thy hands, and let me go, John. Thou hast given it out to many people, that the People's Journal has been long a lucrative project; and so it has, to thee, John. *Thou* hast been in daily and weekly *gain;* but I, unlucky dupe, have been in daily and weekly *drain.* It has been my business to pay, pay, pay, and never to receive. My money is gone — my time is spent — but my *Larning* is *not* most excellent. Pay me what thou owest, John, and then print what thou pleasest; but thy lengthy lines will never *line* my purse as it was lined before I knew thee; thy sovereign contempt of truth will prove no *sovereign* remedy for my grievance. I am choused out of my *gold*, and thy *brass*, John, is a very poor substitute for it. *Pay* what thou owest, and then *say* what thou pleasest. My purse yawns, and the public yawns over thy appeals. If thou art really desirous to prove thyself honest, the thing is very simple, pay me back my money. Dost thou not tell the public every week, that thy Journal "is mercantilely established, and perfectly safe," and art thou not "full of thankfulness and deep joy;" dost thou not affirm that its weekly circulation never was so great — then what honest plea hast thou, John Saunders, or John Slanders, for refusing to refund? But thou dost refuse, and, therefore, how can I honestly call

Digitized by Google

thee honest, John? Go to, thou art naught, John, —Go to, thou art not the man that Diogenes sought after with his lantern.

Mr. Saunders stated in a circular, issued to the public, December 24th, that he had charges before an Arbitration, which affected Mr. Howitt's moral character and standing in society most seriously. Knowing that grounds for any such charge did not exist; knowing that there is no hour of my existence to which I do not solicit the strictest moral scrutiny; knowing that for five-and-twenty years I have walked openly before the public with enemies enough, as any man, and especially any bold and independent man has, who rises above the crowd, to detect and publish a flaw, I calmly awaited those charges, but they never came. Have they come now, in this long-menaced, widely-advertised, and ridiculous Appeal? On the contrary, like his statement to the Arbitrators, it confirms much that it is my business to prove, namely, that I was grievously dissatisfied with his editorship, and still more with his accounts, or rather, the want of them. The gist of Mr. Saunders's case is this, and it is most true, so far; I was grievously dissatisfied with his not keeping accounts. THE GREAT AND REAL QUESTION BETWEEN US WAS A QUESTION OF ACCOUNTS. I WAS RESOLVED TO HAVE THEM, JOHN SAUNDERS SEEMED AS RESOLVED NOT TO KEEP ANY. I stand firm by my statement in my circular, which has been distributed over the kingdom by hundreds of thousands, and is still in daily and most eager demand.

It matters little, however, how I got into partnership with John Saunders, *unfortunately* I did so. That I had been for six years planning a work of the same kind, Mr. Saunders himself proves, by quoting a letter of mine, at p. 4 of his Appeal; my reason for joining his journal being, that "it was a

Digitized by Google

thing after my own heart, and accordant with views that I had been holding and maturing for these six years." This was my statement in my circular, and this statement Mr. Saunders thus most completely confirms. So far, so good. But let it be recollected, that some time before I joined it, nay, before the thing was in existence, Mr. Saunders came to me to consult me on the *projection* of it. Had I obeyed my first impression when he entered my library, I had saved myself all future trouble with him; for it struck me, that a man of "a more inauspicious and insalubrious aspect," I never set eyes on. But he came with an honored name, the name of a very dear friend as a passport; and in that, and the ostensible object of his visit, the cause of the people, that premonition was gradually forgotten.

At that time the man had, so far as I could learn, not a single thing in preparation but the name — People's Journal. Of the kind of thing, the size, price, illustration and all the essentials, there were examples before the public, in Chambers's and Sharpe's Journals. It required no originality to project a third; and the only thing that his differed in from theirs was the title, which he was bound to have different. Besides this title, never was there a man so totally destitute of every means, of every necessary degree of education, of knowledge or connéxion. Accustomed to snatch his way through the world along the most ordinary paths and byways of life, from the hawking of book numbers, and the boards of the country play-house, through various speculations which dropped away under his feet, and from which numbers of innocent people suffered, he did not seem to know a single person of literary eminence. To Mr. Fox, indeed, he had gone with a certain claim, — that of printing his

Digitized by Google

lectures; having agreed to purchase the copyright of the *Apprentice*, in which they appeared by engagement — a copyright, as it will be seen, not yet paid for; and the payment of which is withheld by a quibble. Mr. Fox, thus by a previous contract, introduced as a contributor, and naturally wishing to have decent company, gave him a letter to Mrs. Leman Gillies, and offered to procure contributions from Ebenezer Elliott. This I happen to know, because lately stating to Mr. Fox that we had introduced to the People's Journal all the writers of established name up to a certain period but three — himself, Mrs. Gillies, and Mr. Elliott — he burst into laughter, and said, "*And those two I introduced!*"

This, then, was the sum total of Mr. Saunders's material for a popular journal when he came to us. I candidly told him that I was preparing for such a work myself, as soon as my engagement for "The Homes and Haunts of the Poets" was completed; and that Dr. Smiles was to join me; but that the world was wide, the cause of the people was of all causes the dearest to me, and I would give him all the aid I could. At the moment I am writing this, comes in a note from Dr. Smiles, in answer to a question put to him since I have seen Mr. Saunders's Appeal. The prompt and straightforward note, which I give *verbatim et literatim*, is characteristic of its esteemed writer.

Leeds, 24th February, 1847.

My Dear Sir,

Nothing can be more true than that you and I had projected, some years ago, a Journal to advocate more thoroughly than any then existing, the cause of Popular Progress. This formed one of the principal topics of our conversation when I saw you in London, in May, 1845. But your literary engagements having delayed the execution of the project, about the end of that year I entered into arrangements here of another kind. So

Digitized by Google

well aware was I, however, of *your* intention to carry out your views, that on the announcement of the People's Journal, among the prominent contributors to which I found mentioned your name and that of Mrs. Howitt, I at once concluded this to be *the* Journal so long contemplated by you, and at once wrote —I believe before the publication of the first number—congratulating you on the name you had selected for it, and cordially wishing it success.

It is the least that I can do, in return for your numerous kindness to me, to make this brief statement of facts.

Yours very truly and sincerely,
S. SMILES.

W. HOWITT, ESQ.

The aid required, and thus offered, turned out to be everything. Mrs. Howitt and myself at once named to him what was necessary for him to do; and wrote, not to "half a dozen" persons, but to some dozens, and gave him the names of many others, with the liberty to use ours. I gave him a note to Mr. John Darton, of Holborn Hill, as a gentleman better acquainted with the proper bookselling agents all over the country than any man I knew; and Mr. Darton furnished him with the names of these, and even with that of Mr. West, who has ever since been employed by the Journal to collect advertisements, etc. Mr. Darton can testify this.

I introduced him to Mr. Bennett, of the New York Herald, to give him the names of the best agents in America; and the agents he recommended are still the agents of the Journal. We wrote, not to *two* authors, but to those whose names have been so much paraded by Mr. Saunders on vans, on huge posters, on the wooden walls of old England all over the kingdom; viz. Miss Bremer, Anderson, Miss Mitford, Miss Martineau, Barry Cornwall, Dr. Bowring, M. P., Ferdinand Freiligrath, R. H. Horne, Dr. Smiles, Mr. Chorley, Dr. Hodgson, Mrs. Child, and Mrs. Lee, of America, and a host of others, too well recollected in that connexion to repeat. Mr.

Digitized by Google

Saunders knew pretty well the influence of those names; he made good use of them. They were a ladder of names, which till then he never hoped to climb. They made him giddy, and he has since tried to kick this ladder down. In a letter of April 23d, 1846, however, he asks, fondly, "Shall we be able to make a dash on our *part cover* with the announcements of Miss Martineau, Miss Mitford, Barry Cornwall? If Mr. Chorley consents to write, as I hope he will," etc.

Ah, good man! in those days he was a little, seedy, cadaverous, and very humble body, ready for all the crumbs of good luck that the "*accident*" of a connexion which astonished him, was likely to drop into his mouth. And whence came it that the other good names which he enumerates were afterwards added? It was from the sudden éclât which the appearance on the pages of the Journal of this brilliant constellation of names, introduced by us, created. It was the direct, and natural, and inevitable consequence. I say it, then, and I say it fearless of contradiction in the minds of any intelligent people, that they were WILLIAM AND MARY HOWITT WHO REALLY AND ACTUALLY FOUNDED THE PEOPLE'S JOURNAL. Without this, there can be no question that it would have followed all Mr. Saunders's other speculations, and died a speedy, a natural, yet, to various stationers, and printers, a violent death.

And what if Mr. Saunders now turn round and say, "Did I seek you? Did not you thrust yourselves upon me?" That is not the first time. This is but one of several editions of the same proceeding. There was a former affair — an affair of the Messrs. Stevens, of Bell-yard, Temple-bar, of which I shall have to speak anon; and when the Messrs. Stevens had been drawn in to a terrible loss into that unfortunate publication — "Saunders's Political Reform-

Digitized by Google

ers" — what did John Saunders tell them to comfort them? I quote now from a letter of John Saunders, addressed to Mr. Valentine Stevens in 1841: — "When I came up to London in 1837, I had not even heard of the name of Stevens and Pardon. I did not apply to Stevens and Pardon to join me with the 'Reformers.' I had not the slightest notion of making any such arrangements. How then did we meet?" etc.

Compare this with the statement on p. 4 of Mr. Saunders's Appeal. It is a fac-simile. It is the old scene over again. John has held out his bait, the gudgeons have bitten, and now he jerks the hook in the gills, and says, "Who asked you to come?" William and Mary Howitt now, as Messrs. Stevens and Pardon before, are anxiously thrusting themselves into Mr. Saunders's company, and most Eldorado schemes.

This has, as I now too late have learned, been the Saunders plan of acting for years; for the affair of the People's Journal is, from beginning to end, but an exact repetition of the like speculations, all terminating in the same result, a severe loss to the parties engaged in them. I learn this from Mr. Saunders's own letter in my possession. The Messrs. Stevens assured me that they retired from their connexion at the end of eighteen months 7000*l.* minus; and had I allowed the present concern to have gone on unquestioned, there is no doubt that the result would have been the same. Instead of retiring upwards of 2000*l.* worse for my adventure, I should have retired a ruined man. My solicitors were prepared to show to the arbitrators, on the actual agreements of publishers, that I and Mrs. Howitt had sacrificed, in the twelve months devoted to the People's Journal, upwards of that sum, independent of the cash paid in.

Digitized by Google

But what were the simple facts as to our joining the People's Journal? We had given our names and influence. From the very first number these were connected with it. The letters we had written to different parts of the kingdom had strengthened the impression that Mr. Saunders was only the editor; that the concern was ours. ON OUR NAME AND INFLUENCE, UNQUESTIONABLY, THE JOURNAL ROSE.

No one knew this better than John Saunders, and then came his disclosure. Mr. Saunders opened his mind to us. "He had begun without a shilling, and all that his partner could raise was 500*l.*, when the cost was nearly 100*l.* a week. What were they to do?"

The inference was obvious: if we did not step in and save the Journal, it was lost to the people; to save the Journal we did step in, and with a mischief to ourselves. Before, however, the arrangements were complete, Mr. Turrell had managed to borrow 300*l.* more; and to this 800*l.* I engaged to throw in 800*l.* more, and then to advance by equal instalments with them so long as advances were necessary. Once in, I became speedily conscious of having made a fatal step; nay, so strong were those instinctive presentiments which are so often sent to us in vain, that ere signing, I went one day to the office and announced to Mr. Saunders my firm resolve to renounce the idea of the connexion. Had I maintained that resolve all would have been well; but Mrs. Howitt did not partake of my fears; and accustomed to rely on her judgment, generally most sound and accurate, I allowed her to make that move which Mr. Saunders records at p. 7. But if this was an unfortunate movement, I had soon to blame myself for a more foolish one. I signed the Deed of Partnership under circumstances which every prudent person must condemn. When I went

Digitized by Google

to do this on the day on which all the books of the concern were promised to be in order, so as to give me a clear view of the state of the affairs, I found only a sort of balance-sheet. There were no books ready. I declined to sign, but here I was assured that *the books were in preparation*, but that hurry of business had prevented their perfect completion; that, however, this balance-sheet might be relied upon as faithful, and that the books should be positively ready in a week.

I still declined; but I was significantly reminded, that a considerable time had elapsed in preparing the agreement, that the money was pressingly wanted; and it was hinted that I was holding back to delay payment. A natural pride prevailed. I would not have it thought that such a motive could influence me; I signed on the pledge being renewed that the books should be forthwith ready, and gave a cheque on the spot for £300.

The books were never ready! From that moment the end of our connexion was begun. It is true that we never could have agreed regarding the literary matters; but, had that not been the case, the financial affairs must as soon and as certainly have brought me to a determined stand. Mr. Saunders has given the clause which empowered me to write to distinguished authors, and to ensure the unmutilated insertion of their articles. I did not ensure it. This obscure individual fell ruthlessly on the contributions of some of the first people in the literary world. He dismissed one because he would not submit to it. The consequence was certain. We, who had invited them on the faith and on the assurance given to us that their articles should go in unquestioned, were instantly appealed to by the indignant writers; indignant at that mutilation of their proofs by a man unknown, which no editor of the

Digitized by Google

highest eminence had ever attempted, or would think of attempting. "John-à-Nokes we know, and John-à-Styles we know," said they, "but John-à-Saunders we never heard of, and refuse to submit to his mangling shears." The dilemma was a fatal one; — John-à-Saunders was desperate to do editorial deeds, and we warned the justly incensed parties that we had no power with such a man to protect them; and then that circumstance occurred of which Mr. Saunders makes so much; — I refused to invite any more contributors.

It is needless to go into these details. We took counsel's opinion upon them, and have it. It is, that Mr. Saunders had most palpably overstepped his powers and broken the agreement. But far graver matters than the literary ones were in progress. The affairs of the editorship, it would be easy to show, were most grossly neglected; but we may pass that. Mr. Saunders had never fulfilled his promise to have the books in readiness. He had never obeyed the 6th and 7th clauses of the Deed of Partnership, which provide that he should keep all proper books, and have all proper accounts well and duly kept, and open to the inspection of the partners every day, and at all hours of the day; besides his being specially bound, once a month, to lay those books before the partners at a monthly meeting, in a complete state, so as to show the condition of the concern. There was, instead of a general ledger, the key to all other accounts, only a loose mass of papers which at any time might be lost or changed, and which were changed (I have specimens of this) when any objection was made to them, and brought in a new form! One of these also was *lost* when he produced the papers to the arbitration.

Mr. Saunders states at p. 4 of his Appeal, that Mr.

Digitized by Google

Turrell proved to the arbitrators, that I never on any one occasion objected to these loose papers. The minutes of the arbitration now in the hands of the umpire will prove very different matters. They will prove that *Mr. Saunders* asserted this, and was instantly reminded by the arbitrators that in his own written case laid before them, he had complained that I called his accounts "*a Phantasmagoria.*" On which Mr. Saunders made the singular statement, "Oh! yes, he recollected. I never objected to the accounts at the time, but always went away and wrote about them!"

But what *did* Mr. Turrell say? This was one of the most singular scenes which came before the arbitrators; a more humiliating one I never witnessed. It will, I am persuaded, be rembered by all who saw it while they live. Mr. Turrell was requested to retire while Mr. Saunders gave his evidence. The above was his evidence; and on Mr. Turrell being called in, he was asked:

"Did Mr. Howitt ever object to the state of the accounts, or to their being on loose papers?"

Mr. Turrell replied: "Oh, yes, he was always objecting — we could never satisfy him."

"Did Mr. Howitt call the accounts a Phantasmagoria?"

"Yes."

"Why did he call them so? What do you understand by a Phantasmagoria?"

Mr. Turrell. — "Oh, a — well a — oh, why a — *I fancy it means something moveable!* for Mr. Howitt was always calling them *moveable statements!*"

Here there was much laughter among the arbitrators, but between Messrs. Saunders and Turrell there passed most meaning looks; of wrath on the one side, and confusion on the other. On quitting

Digitized by Google

the place, Mr. Robert Bell, my arbitrator, pressed my hand significantly, and said, "Oh! only let these fellows be questioned separately, and won't they cut each other's throats magnificently?"

On this occasion, my affirmation being required as a member of the Society of Friends, Mr. Saunders characteristically endeavored to evade the necessity of putting his statements on oath by saying that he too had an objection to an oath, and would take the affirmation! The object was too glaring, and his own referee, a barrister, gave him a sharp rebuke by saying, in a most severe tone, "Sir, you are not allowed by law!"

With loose papers instead of proper accounts on proper books I was resolved not to be satisfied. Where is the man that would? Mr. Saunders insisted that "figures were figures," a fact which I did not at all dispute, but must insist on having these figures on solid and proper books. I repudiated these loose papers; refused to recognize them as accounts; and still these loose papers were brought, from the 4th of May, when I entered, till the commencement of September. Merchants and bankers to whom I have stated these facts, have said, "Why did you delay a moment? Why did you not stop at once?" My reply is, that had I done that Mr. Saunders would have said I was too rash, peremptory, and gave him no chance. I gave him every opportunity to introduce proper accounts; it was in vain; and I then stopped. Those loose papers are now posted into a quire of cap paper, and are in the hands of Messrs. Quilter and Ball, the accountants appointed by the arbitrators; a sufficient example of Mr. Saunders's mode of keeping the accounts of a partnership from January to September.

In September, my determined resistance to this

Digitized by Google

state of things produced a book, called a Private Ledger, which, of course, professed to be a posted up summary of the accounts of the concern, and to give to the partners a view of the affairs of it. Such a book, perhaps, never was seen before. I have submitted it to various mercantile men, and it has excited universal astonishment. I have made a faithful fac-simile of it, tested by my solicitors, which is open to the inspection of any one who pleases.

This book commences not in January, when the Journal began, nor in May, when I entered, but in September; and the dates stand thus:—"To September 5th; to February 5th; November 16th [1845]; February 19th; September 5th; June 5th; July 11th; June 5th to July 10th; July 11th to September 5th; August 7th and 31st; July 21st; July 18th; September 5th; March 30th!!!

This was the general statement of the accounts of the concern! The items—and very extraordinary items too—50*l.* on one page, consisting of omnibus and cab fares, gifts, messengers, etc.;—these items did not succeed each other in date, as they must have done, if they were *bonâ fide* accounts, posted up from a day-book, but went rambling backwards and forwards in a most independent manner, from September to July, back to June, on again to August, back to July, and finally stuck fast in March, and stood still as in utter astonishment!

Mr. Saunders has said at p. 11 of his Appeal, that the accountants' report and balance-sheet are in my hands, and I could publish them, if they condemned his accounts. *They are also in his hands*, for he demanded a copy, and we may well ask *why he has not published them?* He says, p. 14 of his Appeal: "The last vestiges of Mr. Howitt's imputation on

Digitized by Google

these cash transactions of the *People's Journal*, have now disappeared; his own witnesses, the accountants, having made their report to him, and that report containing not the smallest imputation upon these cash transactions."

It should have been said, they have made their report to the arbitrators, not to me. And now, if their report and balance-sheet are such as Mr. Saunders could wish to refer to, why did he, on seeing them, implore us most piteously, before the umpire, to pledge ourselves not to publish them? Yet this was the fact; and he would not consent to any terms of dissolution till we had agreed not to publish the balance-sheet. What then says the accountants' report as to the general state of these accounts? It is this — "*The accounts of the concern have been kept in an imperfect and unsatisfactory manner, there being no proper system of book-keeping adopted to exhibit the position of the affairs of the concern, and the relative position of the partners towards each other.*

"There appears to have been an attempt to accomplish this *by means of a private ledger; but owing to its imperfect character, and its want of connexion with the subsidiary books, on which it purports to be based*, we have preferred, as the less troublesome course, *to put that book out of consideration as one of accounts*, and to raise a ledger founded on the original subsidiary books and documents, and *information obtained from Mr. Saunders.*"

So much for the general state of the accounts. This was the very charge I had made against them. This is an exact fac-simile of the Stevens' case. The only books kept are by the warehousemen; the only one pretended to be kept by Mr. Saunders — that which should be the key to the particulars — is declared by them to be no book of accounts at

Digitized by Google

all, and is thrown at once aside. They state that the only ledger was one containing exclusively accounts with the agents; and that from all the books and documents together, they could not construct a connected balance-sheet: it was obliged to be eked out by *verbal statements from Mr. Saunders;* and they properly add, "This would not have been necessary, had the books been *but even moderately well kept.*" But we have to come to the worst entry on the Private Ledger, and we will then again revert to the accountants' report.

On pages 15, 16, and 17 of this ledger, appeared entries of the property and investment of each partner in the People's Journal. It must be understood, that I had purchased *half* the concern, and that Mr. Saunders and Mr. Turrell had each a quarter. The entries stood thus: —

15] *Dr.* MR. HOWITT. *Cr.*

1846	Two shares in the P. J. £800	1846	May 5, cash . . . £300
	If more money be wanted, Mr. H. engages to begin with £200.		June 8, do. 70
			16, do. 130
			July 13, do. 200
			(With contributions making a total of . . £767)

16] *Dr.* EDWIN TURRELL. *Cr.*

1846	One share in the P. J., valued at £800	1846	Cash, Nov. to Mar. £500
			March 5, ditto . . . 300

17] *Dr.* JOHN SAUNDERS. *Cr.*

1846	One share in the P. J., valued at £800		Share agreed to be conveyed to J. S. as founder of the P. J. and valued at £800
	Nov. 10 to May 2, cash agreed to be advanced and repaid out of profits 138		

Here then my *two* shares were put down at the very same value as the *one* share of each of the other

Digitized by Google

partners; one of whom, to wit, Mr. Saunders, had never paid a shilling. This reduced the property to *thirds*, contrary to the Deed of Partnership, which clearly stated that the property consisted of four shares, two of which I had purchased; and the two gentlemen stoutly asserted that it was quite right, producing the Deed, and laying their fingers on the preamble to the Deed, where it mentioned my property in general terms, as "*the share.*" The words "*the share,*" said they, "*being very significant;*" the very clause staring them in the face which defined the particulars of this "share," being *two* shares out of the four. Here it was entered, too, by Mr. Saunders, that 138*l.* which he had helped himself to out of the poor 800*l.* his brother-in-law had put in, 300*l.* of which was borrowed, was agreed to be repaid by him out of profits. As I had never made any such agreement, but had fixed a salary for Mr. Saunders, as editor, I had struck this claim, when it was made, out of the draft of the Deed of Partnership, as it constituted part of the 800*l.* agreed to be put in by Mr. Turrell, and if not paid back by Mr. Saunders, would leave Mr. Turrell's investment but 662*l.*; whereas my agreement was to put in as much as I found already in, and paid in accordingly. But, having struck this out of the agreement, here it was again entered on the book, in direct violation of the agreement. I at once rejected the statement altogether, and called for the entries being expunged from the book; the Deed of Partnership clearly defining the division of the property. This was refused; and I then demanded that we go together to Messrs. Turner, and submit the case to them. This was agreed to; but as the brothers-in-law said it was not convenient to go then, it was agreed that they should name a day and hour, and I would attend and go with them. But what took

Digitized by Google

place? The moment that my back was turned, John Saunders *wrote* to Mr. Alfred Turner, *in the name of the partners*, and sought to procure a false answer, by a false and *ex parte* statement, with the avowed purpose (I have it in a note of his) of making me "walked through the world a convicted slanderer." Mr. Turner very properly refused to give an opinion, and returned the note and statement to Mr. Saunders. These are both in my possession, and open to any one's inspection. What was my surprise now to find that Mr. Saunders, before sending to Mr. Turner, had added another false item! The statement now stood thus:—

WILLIAM HOWITT.

15] *Dr.*	*Cr.*
Two shares in the P. J. £800	Cash in various sums . . £700
[If more money be wanted, Mr. H. engages to *begin* with 200*l.*]	Contributions, &c.
One share given for the 800*l.*; one for the assistance Mr. and Mrs. Howitt engage to render by every means in their power.	[This sentence may be passed over without notice, as having no bearing on the questions *now* at issue.]*

Now, would it be believed that every one of these entries—that is, of my having engaged to pay 200*l.* besides the 800*l.*, that is, to pay 1,000*l.* instead of 800*l.* to equal the investment of 800*l.* already made

* This is worth particular notice. Mr. Saunders was afraid Mr. Turner might look for evidence in the Deed of Partnership for my agreement to pay an extra 200*l.*, and, as he certainly could find none, might say so. The *very question* at issue was the truth of these statements.

Digitized by Google

by Mr. Turrell, before we began to pay further and equal advances as they were needed: for this was what Mr. Saunders distinctly avowed on the occasion that I had agreed to do; next, that I had received one share for money, and another for services; and my having agreed to allow Mr. Saunders to refund out of profits, if they ever arose, the 138*l.* taken by him—were all pure fictions, gratuitous entries, without the slightest foundation in any agreement of mine, as the Report of Quilter and Ball will presently prove?

But the flagrancy of this entry did not rest here. Enraged at the faithlessness of these men, who had agreed to go together with me to the solicitor, and who had thus endeavored to steal a march upon me, and to procure by such means a false answer for such an avowed purpose, I went to the office to upbraid Mr. Saunders with this underhand proceeding, when I again got sight of this notorious ledger, and, to my still greater astonishment, found a *third* metamorphosis of the entry in question. The refusal of Mr. Turner had had its effect; no verdict was to be procured from him to make me "walk through the world a convicted slanderer;" and it now stood thus, as it appears to the present day:—

15] *Dr.* WILLIAM HOWITT.

1846. Two shares in the P. J. If more money be wanted, Mr. H. engages to begin with 200*l.* One share given for the 800*l.*; one for the assistance Mr. and Mrs. Howitt engage to render by every means in their power.	~~2000~~. Valued at 1,600*l.*

Thus a *third* change had been made, the pen put through the 800*l.*, and 1,600*l.* entered as the value

Digitized by Google

of my shares, which, as I had not paid more than 800*l.*, as Messrs. Quilter and Ball very truly state, debited me with a debt of 800*l.* to the concern.

And now what have Messrs. Quilter and Ball, in the Report, said of this strange transaction? Is it true that they "have not cast the smallest imputation on these cash transactions?" "Our attention," say they in this Report, "has been particularly drawn to the entry in the account headed 'William Howitt,' in the private ledger, by which that party was debited with the sum of 1,600*l.*" (The entry is then given as above.) "*We have considered this entry, and have compared its statements with the terms of the agreement, and do not find it warranted thereby*, except with respect to the number of shares apportioned to Mr. Howitt, namely, 'two.' *There appears nothing in the agreement to warrant the assertion that one share was given for* 800*l.*, *and one for assistance; neither do we find in the agreement that Mr. Howitt engages to begin with* 200*l.*, *if more money was required.*"

Here there is the most distinct declaration on the part of the accountants, that Mr. Saunders's entries were just what I had declared them to be, perfectly gratuitous. That Mr. Saunders was far from believing that this statement exonerated him from my charge of dishonesty, was immediately proved by his going to Messrs. Quilter and Ball, and trying, by all means and representations in his power, to get them to alter this part of their report; because he had pledged himself to the public to show in this report that I had charged him falsely, and hence his ground had so completely failed him, that he was obliged from week to week to postpone his promised statement. Messrs. Quilter and Ball apprised my solicitors of this call and demand of

Digitized by Google

Mr. Saunders, and Mr. Child and myself waited on them, and once more with Mr. Ball examined that entry and the agreement; the result was, that the accountants *not only confirmed their report*, but addressed a letter to Mr. Saunders, of which they furnished us with a copy, refusing to see Mr. Saunders again, at any time, except in my presence.

There was one point in the entry, on which they had not been very explicit. They had simply stated, that they treated the 138*l.* taken by Mr. Saunders as a debt to the concern. That it was a debt to the concern there was no question; the question was, had the accountants found any evidence of any agreement on my part, to allow him to pay it out of profits, as stated in the entry? They replied — "Not a tittle of such evidence." Had they called on Mr. Saunders, as they were bound, to produce evidence for every one of these statements; and had he, as he was bound, produced it? They replied, "They had so called on him, and he had not been able to produce the slightest evidence for any one of them." They asserted that it was their business only to state the *facts* they found on the books; it was the business of the lawyers to pronounce on the nature of these facts.

On this matter my solicitors had already given their own opinion, which is as follows: —

The extract from the private ledger appears to us to be extremely erroneous, and such as no accountant could for a moment sanction. We should advise you to require its immediate rectification. WIRE & CHILD.

Oct. 1846.

They had also taken counsel's opinion on this entry, and here it is.

I am decidedly of opinion that, for the protection of his interests, Mr. Howitt is bound to require the complete removal

Digitized by Google

from any books of the partnership of any statement of the partnership property at all inconsistent with the agreement. Nothing can be more clear than that such provisions are falsified by the statement of account submitted in the case, and that a settlement of the parnership accounts on such a statement would be most fraudulent towards Mr. Howitt. By the agreement, it is plain that the latter is entitled to half the profits, and the repayment of any capital he may have advanced — at present it seems about 800*l.* Mr. Turrell is entitled to one-fourth of the profits, and the repayment of his capital of 800*l*; and Mr. Saunders has a claim for one-fourth of the profits, but not having advanced any capital, has none to be repaid. I cannot discover anything in the agreement which entitles Mr. Saunders to anything beyond one-fourth of the profits; and any form of account, therefore, which represents him as having a claim for 800*l.* as capital, equally with the other partners, is fraudulent in its effect on their interests.

If recourse be not had to the provisions of the agreement for the settling of any matters as to which a difference of view may arise among the partners, I think Mr. Howitt can only protect his interests by filing a Bill in Equity.

B. Boothby,
Sergeant's Inn, Temple.

17*th Oct.* 1846.

But to put the matter past a doubt, as to the nature of such entries on a partnership book, I had long before resolved not only to have legal, but mercantile and bankers' opinions upon these entries. I consulted them on the nature of my situation, and every one had but one thing to say, "Cut that connexion as fast as possible." From Messrs. Gurneys I received a letter to their accountants, requesting them as a personal favor to do all they could to extricate me from this perilous position. I submitted, not *insinuations*, as Mr. Saunders would insinuate, but the agreement and the entry on the private ledger, only stating what changes had been made in the entry. From the chief manager of one of the most eminent Banks in the City, a gentleman of fifty years' experience in business, and of highest character, I received this note.

Digitized by Google

DEAR SIR, *Oct. 27th*, 1846.

I have read the clause of your agreement, defining the division of the property of the People's Journal, and I have examined the entries regarding the same property, in folios 15, 16, and 17, of your private ledger. The entries are neither based on a journal or cash book. It would be difficult, if not impossible, to conceive that these false entries could have been made through ignorance, or with any other view than the fraudulent one of attempting to reduce your two shares to the value of the one share of each of the other parties. These entries were afterwards altered, to submit to the solicitor; but when so altered, they are still inaccurate.

I can only further say, that I regard such erasures and alterations of entries in the ledger of a partnership as very alarming, and demanding your immediate and serious attention; and if the party will not immediately execute a proper bond of arbitration, and allow you or your agent to enter into the immediate management of all the concerns of the paper, an injunction should be obtained instanter.

I remain, dear Sir,
Very faithfully yours,

To William Howitt, Esq.

This letter can be seen by any respectable person. I do not print the writer's name, because the advice was given for my private guidance.

Here, then, we have the opinions of counsel, of bankers, and of the accountants appointed. They speak decisively enough. Mr. Saunders quotes an opinion of Mr. Turner, but Mr. Turner in a letter to me says, "I gave my opinion according to the case submitted me." And in another letter he says, "If the entry was in the language of the agreement, it could not be false or fraudulent." And he adds, "If Mr. Saunders considered your shares as only of the same value as his own or Mr. Turrell's, I presume he did so in the language of the agreement, September 16." Now it has been shown that it is *not* in the language of the agreement; and Mr. Turner should have referred to the agreement, and not given an opinion upon a case submitted to him without such reference. Both the accountants,

Digitized by Google

the legal counsel, and the banker quoted, show that there is no agreement whatever for such entries.

There needed nothing further than such entries, such ready alterations of them, and such advice from the most eminent and experienced men, to warn me to get out of that connexion as fast as possible. But, as stated in my circular, and quoted by Mr. Saunders at page 9 of his Appeal, "further circumstances came to light, which rendered it imperatively necessary to do so." They were these.

There could be no longer a doubt into what company I had fallen. I felt it necessary to learn something now of Mr. Saunders's previous career. His reference on our joining had been to Mr. Charles Knight, whose highly respectable name had entirely laid asleep suspicion; but, fortunately for Mr. Knight, he had never stood in any other relation to John Saunders than that of employer and paymaster. I now commenced that rigid inquiry which I should have made earlier, and found that Mr. Saunders was a bankrupt in 1838, and was for a long time denied his certificate from not being able to give a satisfactory account of his transactions. I was referred to Mr. Hodgson, the auctioneer, at the corner of Chancery-lane, Fleet-street, where I saw what the clerk called "a beggarly account of empty boxes," in the bill of the bankrupt's effects. By Mr. Hodgson I was referred to Mr. Valentine Stevens, and Mr. William Stevens, brothers, of Bell-yard, Temple-bar, as the chief sufferers in the bankruptcy.

What I learned there filled me with the utmost consternation. It appeared that the affairs of "Saunders's Political Reformers" had run exactly the same career as those of the People's Journal were now running. There was the same perpetual flourish of trumpets to the public and to the creditors of

Digitized by Google

its wonderful success; the same enormous drain of private expenditure and no obvious returns. In eighteen months it had, I was assured, plunged the creditors into a loss of 10,000*l.*, of which Messrs. Valentine and William Stevens, — the latter now printer of Douglas Jerrold's Newspaper, — came in for about 7,000*l.* The brothers gave me a description of their transactions with Mr. Saunders so extremely like my own, as filled me with horror. I learned from them that Mr. Turrell, the holder of one-quarter share of the Journal, was actually the man who struck the docket against Saunders, on the plea of having cashed him a bill. They offered to do everything in their power to assist me to extricate myself, which Mr. Valentine Stevens reiterated in this note.

26, *Bell Yard, Lincoln's Inn,*
12th December, 1846.

DEAR SIR,

It will afford me much satisfaction, if I can serve the object you have in view, by attending the arbitration, to give answers to any questions, so far as my connexion with John Saunders went. As one of the trade assignees under his bankruptcy, I was enabled, from being a very large creditor, to prevent his getting his certificate for (I think) between two and three years; and when the new law came into operation, and he was enabled to apply to the commissioners to grant it, I opposed him, upon the ground, that no man should be let loose upon the public to carry on the same games that he had been doing, by which myself and others were such great sufferers. He stated that he never meant to go into business again, but that being an uncertificated bankrupt, it militated much against him, in his literary character; and upon these grounds alone I believe it was that Sir Charles F. Williams was induced to grant him his certificate. If I can be of any service, or my brother William (the printer) by attending on the arbitrators, we shall be happy to do so, if you will please give us due notice.

I am, Dear Sir,
Yours truly,
V. STEVENS.

William Howitt, Esq.

Mr. Stevens also put into my hands the very letter of Mr. Saunders, in which he implored his

Digitized by Google

certificate in 1841. This letter, open to the perusal of any respectable person, confirms all that is stated in the above note. It confesses that he began the concern of the Popular Reformers without a shilling, as he began the People's Journal. He states, that to pay debts at Lincoln and transport his family to London, he had 75*l.* advanced by the Messrs. Stevens. It makes a full confession that, while he was running into enormous debts at the entire cost of his creditors, he kept no account of the disbursements. "Consider how the accounts were found. Every farthing of receipts passed through my warehouseman's hands, therefore the sum total of them is literally and exactly correct. Not so with the expenditure. *I kept no record of that.*"

It repeats the pledge not to go into business again. "*I shall never enter business again.*" This is under-lined in the original. Mr. Saunders then gives the reason why he let the thing run on for eighteen months, when it was from the first a tremendous loss, all of which must fall on the creditors, he having nothing. "All my hopes for my family and myself were entirely bound up in the concern; the idea of saying to Messrs. Stevens and Pardon, and the other numerous creditors of the concern, You must put up with a loss, — was quite insupportable.

Are these reasons why any man should go on swamping the capital of unsuspecting men, as long as they will let him,—for so long did Mr. Saunders go on? This revelation of Mr. Saunders's principle of action put wings to my desire to be at once clear of him. All his hopes for his wife and family were *now* bound up in the People's Journal, and it was evident that any one might be the victims for them that would.

But Mr. Stevens expressed to me his firm con-

Digitized by Google

viction, from past experience, that John Saunders would never let his case come out before any arbitration; and so it proved. By every art and subterfuge, he from day to day deferred the inquiry; and after six months' most vexatious struggle to get his case out before the arbitrators, he contrived to get out of the arbitration altogether, by a plan which will be soon stated.

He audaciously asserts that *I* threw obstructions in the way. There is nothing more coolly false, nor more capable of the fullest disproof. I appeal to Mr. Robert Bell, of the Atlas, a most highly honorable man, my referee, and Messrs. Wire and Child, my most honorable solicitors, in all of whose hands abundance of proofs lie, to show, if there be occasion, that from first to last I evinced every anxiety, and urged on all possible measures, to bring the arbitrators together, and the case before them. It was not, however, till I threatened immediately to file a bill in Chancery to dissolve the partnership, and sell up the Journal, that Mr. Saunders consented to let the arbitrators meet. At first he refused to have any bond of arbitration. The arbitration was demanded September 23d; and on October 12th, he says in a note to Messrs. Wire and Child, on their calling on him to name his solicitor and settle the bond, "I know nothing — can recognise nothing about bonds of arbitration;" refuses to name a solicitor, and tells them that if he declines answering any further application from them, they must not attribute it to any personal disrespect.

This obstacle, however, being overruled by a direct application to his referee, the bond was drawn; but then commenced that series of dodgings and quibblings for which Mr. Saunders is more than for anything else remarkable. I had demanded the arbitration to settle various "matters in dispute re-

Digitized by Google

garding the People's Journal, according to the agreement made and promised."

Those are the words of my demand. To this demand Mr. Saunders, to whom I delivered it in presence of my friend Mr. Prideaux, instantly copied my demand verbatim, and returned it to me, with this addition, that, as I had not named the particular topics of arbitration, he now added these lines: "To make sure *that all shall be at once arbitrated upon.*"

Would not any one, therefore, have supposed that Mr. Saunders was in earnest? especially as by a technical stretch of the wording of the agreement he and his partner had got *two* referees to my one, contrary to the very spirit of an arbitration, and a fact which one of his own referees pronounced monstrous? Yet, spite of all this show, and his advantageous tribunal, as I have stated — he dared not trust himself to the ordeal. As Mr. Stevens had foretold, he never would "come to the scratch," to use that gentleman's phrase. Having demanded that *all subjects of difference* should be arbitrated upon, he soon found there were some which should *not* be arbitrated upon, which he said the agreement provided should not be arbitrated upon. It was in vain to remind him that if so, these could not be arbitrated upon, for I had demanded that the agreement of partnership itself should be the basis of deliberation. The arbitrators should, in my own words, proceed "according to the agreement made and provided." It was in vain; so far from letting the arbitrators go into the case, he would not allow them to meet and settle the bond. No; till the bond was signed, they should not meet — and he would not sign the bond! I importuned my referee with demands, that he should call on the arbitrators to meet, and consider whether there was anything

Digitized by Google

unreasonable in the bond. I wrote to them myself. It was useless, there was but one answer — Mr. Saunders refused their meeting till the bond was signed, and he would not sign. In this dilemma I agreed to refer the question of the fitness of the bond to Mr. Fox. Mr. Saunders consented. I went there, but instead of Mr. Saunders came his solicitor, and rejected Mr. Fox's interference, and declared that even if an award was come to, which was unfavorable, he would set it aside. The day after, Mr. Fox wrote me a note containing this passage.

November 21, 1846.

My Dear Sir,

My own conviction is that there will never be an arbitration; or that, should there be, his lawyer will take care it shall not be a final settlement. If any Court of Law or Equity will give a remedy, in your place I would have recourse to it at once.

Yours sincerely,

W. J. Fox.

I have reluctantly dragged the names of Mr. Fox and others into this dispute with Mr. Saunders, — his previous statements have rendered it unavoidable. I come now to state *what sort of an award* my solicitor talked of setting aside. It was no award of the arbitrators on any case before them, but it was said to the umpire, because he took a case sent by them to him, which *was not* before them, and which the umpire said at once was not before them; and refused to act upon.

All possibility of getting the arbitrators together failing, on Mr. Fox's suggestion I resolved to try Chancery, and sent the notice already mentioned by Mr. Bell, to the arbitrators. This brought them together. We had three meetings. At one we settled the bond, at the next read each our written case, which the arbitrators took *as the whole case before them*, and agreed that *no fresh matter should*

Digitized by Google

be brought in. At the third we entered on my statement, the very first demand of which was for the appointment of an accountant. This was violently opposed by Mr. Saunders. As he had done by myself, he did now before the arbitrators; — he refused all inquiry into the affairs of the Journal. This they at once overruled—and appointed Messrs. Quilter and Ball. They being appointed, Mr. Saunders as urgently required that they should be limited in their inquiries—alleging that they might see and state things most disadvantageous to the progress of the Journal. This was scouted with equal promptness by the arbitrators. He then as anxiously demanded that they should interdict me from beginning any other journal. They asserted that they had no power — there was nothing in the Deed of Partnership to prevent it — I was at full liberty to do as I pleased.

It was at this meeting that the scene already described with Mr. Turrell and the Phantasmagoria occurred. Here, after three months' fruitless and vexatious delay, terminated the legitimate labor of the arbitration. They adjourned to receive the accountants' report. This was on the Saturday; Mr. Saunders, on this day, swore solemnly that the books of the concern, which had been laid before me, were good and sufficient books, and everything that was necessary to give me a full and complete view of the state of the Journal's affairs. We have seen what the accountants say to that; and I may add, that they assert also, that in consequence of the baldness of the books, they had to begin *de novo*, and call for all memoranda and vouchers, and construct a balance such as they could. On Monday following the Saturday on which Mr. Saunders swore to the goodness and sufficiency of his books, I accompanied Mr. Ball to take possession of those

Digitized by Google

books, and immediately on examining that remarkable Private Ledger of which so much has been said, he threw that aside, saying, "I throw that overboard at once; that is no authority." And what did Mr. Saunders reply to this abrupt dismissal of his only General Ledger? "I think you do right, sir: I thought of doing it myself. I give up my accounts. I only stand on my honesty!"

Did there need a fuller vindication of my determination, to have a thorough, searching inquiry, even had the accountants not presented the frightful balance sheet, whose very horrors have prevented its publication? But Mr. Saunders now pleaded that it had been *want of time* which had led him to keep such defective and extraordinary accounts. He could not, however, explain to us what greater time it demanded to put these accounts, such as they were, on solid books, instead of loose papers; nor could he explain to us the astounding phenomenon of a man who had so recently been kept two and a half years out of his certificate for this very cause of not having kept a record of his expenditure, thus again so coolly assuming the trust and management of the funds of a partnership, and repeating this very delinquency.

But while waiting for the accountants' Report, the end of the year came, and it was necessary for me to commence my long-announced Journal with the new one. On this, Mr. Saunders ran open-mouthed to the arbitrators, insisting on their stopping me. As they could not do this, and had already declared that they could not, they adopted the singular expedient of throwing the whole affair upon the umpire; and right glad, I have no doubt, to get rid of it. It was now that Mr. David Wire told the umpire, that if he could suppose him, an eminent and clear-headed barrister of Lincoln's Inn,

Digitized by Google

so unprofessional as to take up a question not before the arbitrators, he would move to set the matter aside; but there was no need. The learned counsel at once said: "What have these arbitrators been about? Never was a case so barbarously sent up to me; they have differed on no question before them, and have sent up a question that was not, and *could* not be, before them. As the question is not legitimately before *me*, therefore I cannot take it up; and as the arbitrators have put the matter out of their hands, they cannot take it back — there is an end of the arbitration!"

This being the case, no opposition was raised by me, as stated by Mr. Saunders. We took time to consider what course we should adopt, and all parties agreed to confine the question to a dissolution, and that the umpire should draw the deed. At this time in came the accountants' Report, and at sight of the awful balance that it presented, Mr. Saunders most agonizingly implored us to consent to its not being published. We consented on the condition already stated that *nothing* should be published; and the next day we all saw — Mr. Saunders's announcement in the newspapers of his determination to publish!

On this, my solicitors wrote to his solicitors and also to his umpire, stating that if Mr. Saunders persisted in publishing a statement of the case, we held ourselves absolved from the conditions entered into, and would publish everything. The umpire and his own solicitors made every possible protest against his proceeding, but in vain; on which the umpire said, with a peculiar unction — "Then let him publish, and go to the devil — as he will!"

Such is the case. The facts speak for themselves — and that they are facts we are prepared to substantiate in any court, or to any respectable

Digitized by Google

person, on the most copious grounds. It remains only to notice one or two minor facts. It is scarcely worth while to remark, that Mr. Saunders's whole case is but one tissue of fabrications, which the evidence in our hands will at any time completely and most easily show. That his statements of suggesting various articles, especially my "Letters on Labour," are quite as gratuitous and characteristic. In a word, they are false.

A matter overlooked, when speaking of the accounts, is of much importance. It was found, that as I put my money into the concern, the other partners took it out. It has been shown to what extent Mr. Saunders appropriated the funds; but the very first item found on the banking book, after I became a partner, was a payment of 50*l.* to a Mr. Pulsford — which being traced, turned out to be no creditor of the Journal's, but one of Mr. Turrell's! Whether this money was ever repaid, or to what extent this practice went, does not appear from the accountants' balance-sheet. That the cash, however, was not lent to Mr. Turrell by name, but thus stood disguised under a stranger's, created a most suspicious appearance of things.

Mr. Saunders states that I wanted to take his editorship, and that I asked the arbitration for that. It is equally true that I did not want to take it, and that I asked to have him superseded. I did this by the advice of my solicitors, and contrary to my own wish and judgment. From the first I protested against having anything to do with the editorship or management with such a man as Mr. Saunders in the concern. That no prospect of as much emolument, as I expected ruin from the Journal, should induce me to continue one day in that connexion longer than I could help. My solicitors know that I stated this to them from the first; the arbitrators

Digitized by Google

know that I stated this explicitly at the very first meeting. This was declined; but the next day, Dec. 3, Mr. Saunders's referee wrote to Messrs. Wire and Child, to say that the reason for not accepting my proposal was the arbitrators' opinion of the want of power in the deed of arbitration. "I was afraid," says the referee, "from merely reading the deed that we should find ourselves without any efficient power of furthering the matter, and should have to leave the parties much where we found them, with nothing but a week or two's disagreeable discussion for our pains."

They now proposed to entertain the idea; but the bond was already signed without this power, and we proceeded. There, however, is proof enough, if it were wanted, of my clear meaning and resolve in this matter, to accept of nothing but a dissolution. That I never would entertain the idea for a moment of continuing in the concern, as editor or otherwise, my solicitors will any time abundantly prove. All my measures were for as speedy a dissolution as possible. The correspondence between my solicitors and the referees also shows this. But my solicitors contended that to obtain a fair dissolution, we must first demand that the conditions of that agreement be fulfilled, one of which was, that if Mr. Saunders acted so as to incapacitate himself *in any way* for the proper management of the concern, he was to be superseded, and I was to take his place. This plan, they contended, the interests of the concern, as well as my own, demanded under the circumstances, till fair terms of dissolution were arranged. That if I said I would retire, I was by the conditions of the agreement at once in the power of these men; and they would probably turn me out with the entire loss of all I had put in. This was what in fact they did ultimately at-

Digitized by Google

tempt. They coolly stated to the umpire, that I had so seriously damaged the sale of the Journal by the issue of my own, that I must be content, nay glad, to get out without a shilling, and, in fact, without paying a large portion of the debt; and this at the very time at which they were announcing to the public that the Journal was commercially established, and that its circulation never was so great. John Saunders talks of my receiving a large share of property in the Journal. I have paid much, and received nothing. I retire with a heavy loss.

While this is going through the press, the following letter has been sent in; and as I know it to be true, I at once give it a place, as a corroborative evidence of the necessity of breaking by any means out of a connexion where such double-dealing is daily practised. I will only premise, that a lithographed circular to the trade, issued from the People's Journal Office by the proprietors some months ago states, — "*We never print less than* 20,000 *weekly; occasionally* 30,000, 35,000, *and* 40,000; *and are now reprinting the work.*" (Underlined in the original.)

Feb. 26th, 1847.

SIR, — I see by the *Daily News* of this morning, that you are about to publish a reply to Mr. Saunders's Appeal, relative to your connexion with the "People's Journal;" and although personally unacquainted with you, I am induced to state my experience of Mr. Saunders, in the belief that the evidence will be conducive to the development of truth; for the additional testimony of an unbiassed person cannot be without its weight in setting you right before that tribunal to which Mr. Saunders has appealed. I also am mixed up in this affair of the "People's Journal;" my experience of Mr. Saunders is precisely that which, from the extracts from your letters given in Mr. Saunders's Appeal, you appear to have expressed; and I would desire to call the attention of Mr. Fox and those other able and honorable men who have raised the "People's Journal" to its present position, to the following facts, which I challenge Mr. Saunders to controvert.

Digitized by Google

I was the proprietor of the "Apprentice and Trades Weekly Register," in which Mr. Fox's lectures first appeared, and I sold the work to Mr. Saunders for a nominal sum, *to transform into the "People's Journal,"* * under agreement that when the new work had attained a circulation of 15,000, which was estimated to be the paying point, a sum of 50*l.* should be paid to me, and a further sum of 50*l.* when the circulation reached 16,000. Mr. Saunders gave me to understand that he had but a limited sum,—I think 500*l.*— supplied by Mr. Turrell to give the project a trial, and that unless very speedily successful, it would be given up altogether, and I was led to expect that the sum payable to me would either be paid in a few weeks or months, or that the undertaking would be relinquished. I had power under the agreement to examine the books, but for six or eight months I contented myself with sending occasionally to ask Mr. Saunders the extent of the circulation; and during this time, I had a letter from him intimating that he had found the work would not pay with a less circulation than 17,000, and that, as a measure of honesty, he must request me to postpone my claim until that circulation was reached; for although 15,000 was named in the agreement, and nothing was said therein about the paying point, that it was nevertheless understood by all parties that it was when the work paid, the money was to become payable, and that I ought not to take advantage of his mistake in fixing the paying point too low. I thought there was some reason in this demand, and should probably have acceded to it, had I been satisfied in other respects; but I began to have misgivings as to the exactitude of the alleged circulation, and could not resist the conviction that some juggle was being practised. I requested leave to inspect the books, as I had power to do under the agreement, but was refused; and it was only after a lawyer had been called in, that the stipulated permission was accorded. Of the books, however, I could make nothing; and foreseeing that I should be likely to have more trouble in the recovery of the money than the amount was worth, I announced my intention to sell the lien—or whatever else it was—held by me, for whatever it would fetch; but you and Mrs. Howitt had become connected with the Journal, and I was deterred by the apprehension of damaging persons against whom I had no cause of complaint. That you should about the same time have experienced a want of ingenuousness, and have felt doubtful as to the books, is a coincidence which can admit of but one explanation.

At page 11 of Mr. Saunders's "Appeal," it appears that he

* It appears, then, that Mr. Saunders had not even the merit of projecting the Journal.

Digitized by Google

and Mr. Turrell put the following question to Mr. Turner: — "Will you look at the accompanying transcript of certain entries in our private ledger; if inaccurate, does the inaccuracy appear to you intended, or calculated, to affect injuriously the just value of Mr. Howitt's shares?" To which Mr. Turner returns the answer, that he does not consider they would have that tendency; but Mr. Turner does not say that they were not intended or calculated to deceive somebody else, — and there were other people to be mystified. But, however this may be, it is at least certain that Mr. Saunders entered into an agreement with me containing the following stipulation: — "That if the said circulation or sale of the said publication, either under its present or any other title, shall amount in any one month (*after* the first month) to 15,000 copies of each of the numbers published in that month, including monthly parts, then in such case, they, the said John Saunders and Edwin Turrell, or one of them, will immediately afterwards pay or cause to be paid unto the said John Bourne, the sum of 50*l.*, part of the said sum of 100*l.*, and the remainder of the said sum of 100*l.*, immediately after the sale or circulation of the said publication shall amount in any one month (after the first month) to 16,000 copies of each of the numbers published in that month, including monthly parts." In the People's Journal for January 2d, there is the following announcement, signed by Mr. Saunders: — "With deep joy and unutterable thankfulness of heart do I now announce that the preliminary stage is accomplished—that the People's Journal is commercially established — its safety is permanently secured. In one short twelvemonth, 20,000 subscribers have attested their faith in it at home, whilst abroad it is rapidly and firmly rooting itself in the United States; and its winged sheets — winged I hope, by love and faith — are flying hither and thither to so many different parts of the globe, that before long, there is a reasonable probability, that wherever the English language is spoken, there will the *People's Journal* be." In spite of his love and faith, however, Mr. Saunders still refuses to pay the 100*l.*, the circulation not being yet up, as he maintains, to 15,000; and he stands in this dilemma, that he is either stating what is false to me, or is stating what is false to the public. In the numbers subsequent to the 2d of January, I see the circulation is said to have increased considerably beyond the amount then given; so that, while Mr. Saunders tells the public that the circulation of his Journal is between twenty and thirty thousand, he assures me that it has not reached half the amount. Mr. Saunders is no doubt prepared with some quibble or other for the purpose of reconciling this discrepancy; if so, let him state it, so that the public may be able to estimate its value; and then let the Press and People to

Digitized by Google

whom Mr. Saunders has appealed say what their judgment must be of a man who rests his defence upon facility of prevarication. Quibbles will not answer when translated into type; the press is not to be bamboozled when addressed respecting matters about which it is conversant; and the public cannot retain its confidence in a person who endeavors to mislead it by an innendo. I purpose, however, to apply to Chancery to appoint a receiver to the People's Journal, whereby the true circulation will become ascertainable, provided you are sufficiently clear of the undertaking to prevent inconvenience resulting to you; for I see no other way of cutting through the present knot of complications.

I am Sir,
Your obedient servant,

W. Howitt, Esq. J. Bourne.

The disclosures made by these remarks would be far from complete, if I did not present an interior view of that prison-house out of which I have resolved to break my way. It affords a curious contrast to the assumed mildness of John Saunders before the public.

Take a specimen. When it was necessary for me to copy the singular scrap-book, called a private ledger, it was the custom of Saunders to send for Turrell, if he expected my coming; and these two, who, like Pluck and Pike in Nicholas Nickleby, always said and swore the same thing, would keep up a constant fire of the most insolent and taunting abuse during the whole time I remained copying. "Aha!" they would say; "so you will resist us, will you? Do you know that we are two to one, and can, and will, overrun you? We'll let you see what you'll get by thwarting us." I was, in fact, in a nest of three combined brothers-in-law. Turrell, the kind brother-in-law, who could strike a docket, when it was necessary, against his obliged brother and friend, Saunders; and Bennett, in the shop, who was represented to me by Saunders as put in there as a last resource, the family having had

Digitized by Google

immense trouble with him, and was on weekly wages. "He should go," said he, before I was in, "any day that I was dissatisfied with him." This man made notes, and kept up a spy system on all that I did and said at the office; and was, I found, at last, in the regular habit of receiving and paying nearly all the money.

Well, when Pluck did *not* expect me, and had not sent for Pike, he maintained the onslaught of insolence with equal pertinacity alone. The last day of my copying this remarkable book, witnessed this remarkable scene: —

I sat down to copy; Saunders sat down opposite in a high-backed chair. The table is a round one, standing on a central pillar, and therefore easily shook. I commenced writing; he put his knee under the table and commenced shaking it — at the same time shrieking in a thin voice: —

Saunders. "Are you going to be long?"

Myself. "Probably."

Saunders. "Then I tell you I can't wait of you (*again shaking the table*), I have an engagement."

Myself. "Very well, then go about it."

Saunders. "No, Sir (*violently shaking the table*). No, Sir, I shall not leave these books about in my absence," (*still wagging his knee under the table.*)

Myself. (*Drawing the table away from him, and he drawing his chair after it, and getting his knee under it again.*) "Then stay: and be quiet."

Saunders. "No, Sir, I shall not stay either, nor be quiet either (*more violently agitating the table, to prevent my copying*). I shall not stay."

Myself. "Very well then, go."

Saunders. (*Screaming wildly, and shaking the table still more fiercely.*) "I tell you I won't stay— I mean, I won't go. I shall not trust you with the books."

Digitized by Google

Myself. "Very well, either stay or go, just as you please. When I go I will lock the door, and give the key to Bennett; I should think you can trust him, when you trust him with all the money of the concern, and when you left him in full charge of the concern, when you thought we were gone to the North of Europe."

Saunders. "No, Sir—I tell you, if you don't take yourself off, Sir, you'll soon find yourself in a very unpleasant situation."

Myself. (*Now roused to a pitch of stern indignation.*) What do you mean? do you mean that you will use violence—I should like to see that. I know my right and my duty. I am the chief proprietor of this concern. I know that it is very unpleasant to you, that I should investigate the accounts; but it must and shall be done, and I now tell *you*, Sir (*striking my hand on the table*), that I will no longer tolerate this insolent interruption; *I* will very soon show *you* what *I* can do, if you do not this moment desist!"

At this, the dastardly fellow quailed, and withdrew to the shop.

The last occasion in which I entered that den of iniquity, except when I accompanied the accountant to take possession of the books, was on the day referred to by Saunders at p. 14 of his Appeal. Our monthly meeting had always been at two o'clock in the day—our literary ones at ten in the morning. As usual, this day I attended at two o'clock, but Saunders and Turrell had anticipated the hour; had settled the books to their own satisfaction; and Turrell was gone away. I remonstrated, but was told by Saunders, "that I was *shirking* it.—Ay, he knew why—yes, he knew why." I then requested to see the books—"No!" I requested to see the month's circulation—"No!" "Do you know," I

Digitized by Google

asked, "that you are bound to produce the books at all times and on all days?" "He did not care," he said — "he should *not* produce them. Turrell and he had audited them; they were two to one, and would do as they pleased."

I opened the door to call Bennett, to witness that declaration, when to my surprise there he was standing at the key-hole, listening to our conversation. "Oh! ha! oh! did you call me?" he said, in great confusion. "No, Sir, but as you are there, come in. I have demanded of Mr. Saunders the month's circulation; he has refused to give it me; I wish you to witness the refusal." I then repeated the demand in Bennett's presence. "Go away, Sir," exclaimed Saunders; and Bennett was hurrying off. I seized him by the arm, and said, "Stay, you are the servant of the firm; I command you to stay." "Go away, Bennett, I tell you," screamed Saunders. Bennett again attempted to get away. "You have heard me make the demand — you have seen that he does not comply; that is enough, you can go," said I.

As he disappeared, Saunders pushed to the door, and giving a sort of exultant skip, exclaimed, "Ay, but he did not hear me say it though!"

If there wanted a climax to the scenes I had witnessed in that hidden den, that was a most fitting one. I quitted the place instantly, and never entered it again alone.

Such were the scenes through which, for weeks and months, I had to pass, in endeavoring to obtain a knowledge of the affairs of that concern. I ask any one, was that a species of treatment any respectable man ought to subject himself to for any purpose except for that of saving himself from threatened ruin? I feel the degradation of it as I write; but I deserved it for blindly entering into so

Digitized by Google

unequal a connexion, and I take it as the due punishment. Such scenes were carried on before Mrs. Howitt; there was not the slightest respect even to her presence.

One circumstance extremely repugnant to my feelings was the discovery that Mr. Saunders sold the advocacy of popular movements in the Journal; in other words, he bargained to advocate a cause *if the promoters of it* would take a certain quantity of copies of the Journal. Against such a practice I felt bound to protest most solemnly. Every good movement ought to be advocated on its own merits; a bad one under no inducement whatever. The existence of such a practice alone, would have determined me to quit the concern.

Equally odious and provocative of my resentment, was the discovery that a system of public imposition was pursued for the sake of procuring advertisements. At the very time that the statements laid before me privately were that the circulation of the Journal was about 14,000, and that of the monthly parts, as a part of that circulation, was 6,500, printed circulars were distributed through the trade, and came repeatedly into my hands, that the circulation was 20,000, 30,000 and 40,000, and that of the monthly parts 10,000; and it was stated that the *proprietors guaranteed* the fact *of that circulation!* Thus, as the chief proprietor, I was made to guarantee a lie, and that to the public, for the base purpose of public imposition. Such practices, being totally opposed to every principle which has guided me through life, of themselves rendered my continuance in such a connexion impossible. I say with Homer: —

> "Who can think one thing and another tell,
> My soul detests him as the gates of hell."

The reckless extravagance with which the con-

Digitized by Google

cern was carried on, and that without any consultation with me, as the deed of partnership required, was most alarming. On examining the agents' ledger, when the books at length came into my hands, I found that four men had been out for many months travelling in different parts of the kingdom, at a total expense of at least 20*l.* a week, or 1,000*l.* a year, in order to procure a circulation. One of these agents was discovered to have been drunk in Manchester six weeks continuously; and I afterwards received letters from Yorkshire, stating that he was drunk there. Of all this Mr. Saunders appeared totally unaware, showing with what utter carelessness the affairs were conducted by him. This was a scheme of agency which I fully conceded to him.

It remains only to state, in conclusion, that since the starting of our Journal, the most active and unscrupulous measures have been set on foot to undermine, and, if possible, destroy it. The agents of the Journal, and the conductors of the press, have been written to, or visited in every part of the kingdom, and even in America. No stone has been left unturned. There have been the most industrious efforts made to prejudice all kinds of people, and the most intelligent and amiable. The falsest stories have been propagated; agents have been attempted to be frightened from the sale of the Journal, by assurances of its being stopped by injunction, and their getting into trouble. Artists have been tampered with; bribes of a peculiar kind have been offered to agents and vendors; and a person has been sent round the country, whose tongue, unrestrained by principle, as his life by moral integrity, has striven zealously to do every possible damage to this rising periodical. It is in vain. Success from the first hour has marked the progress of *How-*

Digitized by Google

itt's Journal, which no system of public delusion or private fraud shall disgrace. I only regret that, in spite of my earnest entreaties and endeavors, I have been compelled to enter into one more of those painful squabbles, which are the disgrace of literature and literary men.

WILLIAM HOWITT.

HOWITT'S JOURNAL OFFICE,
171 Strand. March 1, 1847.

Digitized by Google

Digitized by Google

Digitized by Google

Digitized by Google

Widener Library
3 2044 089 242 507

Digitized by Google